

CHINA



Established February, 1845.

MAIL.

With which is incorporated The "Hongkong Evening Mail and Shipping List." Published every Evening.

VOL. XXXV. No. 4981. 五月廿六年九十七百八千一英

HONGKONG, WEDNESDAY, JUNE 25, 1879.

日六初月五年卯己

PRICE, \$24 PER ANNUM.

AGENTS FOR THE CHINA MAIL.

LONDON.—F. ALGAR, 8, Clement's Lane, Lombard Street. GEORGE STREET & CO., 30, Cornhill. GORDON & GOTCH, Ludgate Circus. E. C. BATES, HENRY & CO., 4, Old Jewry. K. C. SAMKUL DRAGON & CO., 150 & 154, Leadenhall Street.

PARIS AND EUROPE.—LEON DE ROSY, 19, Rue Monsieur, Paris.

NEW YORK.—ANDREW WIND, 133, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GOTCH, Melbourne and Sydney.

SAN FRANCISCO and American Ports generally.—BROWN & BLACK, San Francisco.

SINGAPORE AND STRAITS.—SAYLE & CO., Square, Singapore. C. HEINSEN & CO., Manila.

CHINA.—MACAO, Messrs A. A. DE MELLO & CO., SWITZER, CAMPBELL & CO.

AMOY, WILSON, NICKOLS & CO., FOOCHOW, HEDGE & CO., SHANGHAI, LANE, CRAWFORD & CO., and KELLY & WALSH, YOKOHAMA, LANE, CHAWFOOD & CO.

Banks.

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL, 5,000,000 Dollars. RESERVE FUND, 1,300,000 Dollars.

COURT OF DIRECTORS.

Chairman—W. H. FORBES, Esq.
Deputy Chairman—Hon. W. KESWICK,
E. R. BELLIOS, Esq. WILHELM REINER,
H. L. DALBYMPLE, Esq.
F. D. SASOON, Esq.
H. HOPFUS, Esq.
W. S. YOUNG, Esq.
A. MOYER, Esq.

CHIEF MANAGER.

Hongkong,...THOMAS JACKSON, Esq.
MANAGER.

Shanghai,...EWEN CAMERON, Esq.
LONDON BANKERS.—London and County Bank.

HONGKONG.

INTEREST ALLOWED.
ON Current Deposit Account at the rate of 2 per cent. per annum on the daily balance.

For Fixed Deposits:
For 3 months, 3 per cent. per annum.
" 6 " 4 per cent. "
" 12 " 5 per cent. "

LOCAL BILLS DISCOUNTED.

Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

T. JACKSON,
Chief Manager.

Offices of the Corporation,
No. 1, Queen's Road East.
Hongkong, February 15, 1879.

NOTICE.

ORIENTAL BANK CORPORATION.

THE AGENCY of this BANK at Foochow will be CLOSED and WITHDRAWN from 1st July next.

CURRENT DEPOSIT ACCOUNTS and Fixed DEPOSIT RECEIPTS will be PAID THEREAT ONCE with INTEREST to Date, or transferred to this Branch at the Exchange of the Day at the option of Constituents.

GEO. O. SCOTT,
P. Manager.

Oriental Bank Corporation,
Hongkong, May 28, 1879.

COMPTOIR D'ESCOMPT DE PARIS,

(Incorporated 7th & 18th March, 1848.)

RECOGNISED by the INTERNATIONAL CONVENTION of 80th April, 1862.

CAPITAL FULLY PAID-UP, £3,200,000. RESERVE FUND, £2,000,000.

HEAD OFFICE—14, RUE BREGÈRE,
PARIS.

AGENCIES and BRANCHES at:

LONDON, BOURBON, SAN FRANCISCO,
MARSEILLE, BOMBAY, HONGKONG,
LYON, CALCUTTA, HANKOW,
NANTES, SHANGHAI, FOOCHOW.

LONDON BANKERS:

THE BANK OF ENGLAND.
THE UNION BANK OF LONDON.

The Hongkong Agency receives Fixed Deposits on Terms to be ascertained on application, grants Drafts and Credits on all parts of the World, and transacts every description of Banking Exchange Business.

E. G. VOUILLEMONT,
Manager, Shanghai.

Hongkong, May 20, 1879.

Banks.

CHARTERED MERCANTILE BANK OF INDIA, LONDON & CHINA.

(Incorporated by Royal Charter.)

THE following Rates of Interest are allowed on FIXED DEPOSITS:

For 12 months, 5 per cent. per annum.
" 6 " 4 per cent. "
" 3 " 2 per cent. "

H. H. NELSON,
Manager.

Hongkong, May 21, 1879.

CHARTERED BANK OF INDIA, AUSTRALIA, AND CHINA.

CAPITAL, £2,000,000.
RESERVE FUND, £1,500,000.

Bankers.

THE BANK OF ENGLAND.

THE CITY BANK.

THE NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH in Hongkong grants Drafts on London and the Chief Commercial places in Europe and the East; buys and receives for collection Bills of Exchange, and conducts all kinds of Banking and Exchange Business.

RATES OF INTEREST ALLOWED ON DEPOSITS.

On CURRENT ACCOUNTS, 2 per cent. per annum on the daily balance.

ON FIXED DEPOSITS.

For 3 months, 3 per cent. per annum.
" 12 " 4 per cent. "
" 12 " 5 per cent. "

Notices of Firms.

NOTICE.

M. CARL STEBEL is authorized from this Date to SIGN our Firm by Procuration here, at Shanghai and at Yokohama.

REISS & CO.

Hongkong, May 28, 1879. jn29

NOTICE.

THE INTEREST and RESPONSIBILITY of Mr. WALTER SCOTT FITZ, in our Firm in Hongkong and China, CEASED on the 31st December last.

Mr. CHARLES VINCENT SMITH is admitted a Partner from This Date.

RUSSELL & CO.

Hongkong, January 1, 1879. jy1

NOTICE.

THE INTEREST and RESPONSIBILITY of Mr. CHAN HING WO in our Firm CEASED on the 21st day of January, 1879.

MAN FOOK SING HONG,

60 and 62, Bonham Strand.

Hongkong, June 6, 1879. jy6

NOTICE.

M. NGAN FOOK HOP was admitted a PARTNER in our Firm on the 22nd day of January, 1879.

MAN FOOK SING HONG,

60 and 62, Bonham Strand.

Hongkong, June 6, 1879. jy6

NOTICE.

MR. JAMES ANDERSON, formerly Manager of the Foochow Docks, has this Day been admitted a Partner in our Firm.

J. INGLIS & CO.,

Victoria Foundry, Wan Chai.

Hongkong, April 1, 1879. jy6

Auctions.

PUBLIC AUCTION.

TO BE SOLD by PUBLIC AUCTION, shortly, on a day to be hereafter named, unless previously disposed of by private contract.

THE HONGKONG DISTILLERY,

Situate at East Point, Hongkong, now in Complete Working Order, and Capable of Distilling upwards of 2,000 Gallons daily. The Property is of a most valuable nature, comprising THREE PIECES of GROUND close to the water, viz.:—Island Lots Nos. 749, 781 and 782 with the Substantially Built DWELLING HOUSE and BUSINESS PREMISES, erected specially for the purpose only a few years since, together with the MACHINERY, ENGINES, STILLS, VATS, STOCK, and TRADE FURNITURE and FIXTURES.

For further Particulars, apply to

Messrs SHARP, TOLLER, and JOHNSON,

Solicitors, Supreme Court House,

Hongkong, Hongkong, March 5, 1879.

Auctions.

PUBLIC AUCTION.

REMAINING VARIED STOCK, comprising:

FAMILY STORES.

SPRITS.

ALES.

STATIONERY.

ELECTRO-PLATED WARE.

GLASSWARE.

CROCKERY.

SHIPCHANDLERY.

etc., etc., &c.

Will be sold at FORTRESS GREATREXES PRICES.

Hongkong, June 4, 1879.

SELLING OFF.

IT is necessary to effect a COM-
PLETE CLEARANCE by the end
of the present month.—The whole of

LAMMERT ATKINSON & CO.'S

REMAINED.

comprising:

WINES.

SPRITS.

ALES.

STATIONERY.

ELECTRO-PLATED WARE.

GLASSWARE.

CROCKERY.

SHIPCHANDLERY.

etc., etc., &c.

Will be sold at FORTRESS GREATREXES PRICES.

Hongkong, June 4, 1879.

WASHING BOOKS.

(In English and Chinese.)

WASHMEN'S BOOKS, for the use of Ladies and Gentlemen, are now ready at this Office.—Price, 3/- each.

CHINA MAIL OFFICE.

Intimations.

EX LATE ARRIVALS.

CHILDREN'S BOOKS, Latest Editions.

CAVENISH ON WHIST.

POLE'S THEORY OF WHIST.

WALKER'S CORRECT CARD.

BALERIGGAN UNDERSHIRTS (A Novelty).

WIRE RAT TRAPS.

BULL'S EYE LANTERNS.

BATH SPONGES.

WHITE BRO'S PORTLAND CEMENT.

LAWN TENNIS BATS, BALLS and NETS.

LAWN BOWLS, QUOITS and OTHER GAMES.

SCOTCH Home-made JAMS and JELLIES.

PHOTOGRAPHIC ALBUMS.

ICE PITCHERS and PAILS.

AUTOMATON UMBRELLAS.

French BOOTS and SHOES.

To-day's Advertisements.

7th DRAWING.

Chinese Imperial 8 per Cent. Loan of 1874.

NOTICE IS HEREBY GIVEN, that in conformity with the stipulation contained in the Bonds of this Loan, the following numbers of Bonds to be paid off at par, in Hongkong on the 30th of June, and in London on the 19th of August next, when the Interest thereon will cease to be payable, were this day Drawn at the Office of the HONGKONG AND SHANGHAI BANKING CORPORATION, situate No. 31 Lombard Street, in this City, in the presence of Mr. GEORGE HENRY BURNETT, Accountant of the said Corporation, and of the undersigned Notary.

NUMBERS OF BONDS DRAWN.

7	641	1268	1931	2562	3199	3807	4434	5045	5671
39	663	1319	1950	2585	3202	3840	4442	5089	5684
55	689	1325	1972	2611	3223	3845	4472	5098	5716
61	714	1360	1995	2624	3256	3876	4490	5109	5731
88	737	1368	2014	2650	3263	3893	4518	5126	5743
101	747	1398	2029	2670	3299	3906	4529	5143	5768
138	769	1411	2050	2681	3319	3939	4552	5170	5798
143	795	1423	2087	2703	3398	3955	4568	5183	5807
172	813	1454	2090	2726	3561	3970	4587	5209	5827
186	828	1470	2110	2750	3578	3994	4603	5222	5851
218	849	1490	2135	2765	3586	4017	4634	5257	5880
237	866	1505	2158	2781	3404	4021	4649	5275	5898
250	884	1536	2165	2815	3431	4044	4671	5292	5905
266	904	1541	2193	2830	3458	4074	4700	5301	5932
295	930	1579	2201	2858	3469	4083	4717	5327	5948
317	946	1599	2239	2863	3493	4107	4734	5347	5965
336	975	1616	2262	2893	3515	4133	4744	5380	5991
359	991	1626	2279	2904	3534	4157	4767	5397	6009
378	1012	1653	2287	2928	3567	4170	4796	5409	6032
400	1023	1676	2317	2954	3576	4198	4803	5421	6047
402	1045	1683	2338	2973	3598	4228	4824	5456	6066
431	1089	1718	2342	2982	3618	4238	4854	5476	6086
458	1094	1735	2363	3002	3629	4245	4880	5488	6110
475	1107	1758	2389	3040	3664	4261	4890	5503	6134
495	1133	1761	2412	3054	3673	4292	4912	5523	6152
510	1152	1782	2437	3067	3688	4308	4937	5555	6185
539	1172	1809	2456	3093	3720	4325	4950	5573	6198
555	1198	1831	2467	3104	3721	4355	4973	5611	6216
574	1202	1853	2488	3129	3754	4375	4998	5606	6239
591	1223	1878	2508	3149	3768	4395	5008	5637	6243
602	1229	1894	2555	3161	3788	4402	5031	5651	6252
630	1256	1907	2569						

314 Bonds for £100 Sterling each, = £31,400.

For the HONGKONG & SHANGHAI BANKING CORPORATION,
(Signed) GEO. H. BURNETT,
Accountant.

Countersigned,

W. W. VENN, Junior,
Notary Public,
2, Pope's Head Alley, Cornhill, E.C.

LONDON, 22nd April, 1879.

NOTICE.

COMPAGNIE DES MESSAGERIES
MARITIMES.
PAQUEBOT POSTE FRANCAIS.

The Company's Steamship
"TIBRE,"
Commandant RAYNER, will be despatched for YOKOHAMA TO-MORROW, the 26th Inst., at 4 p.m.
G. DE CHAMPEAUX,
Agent.

Hongkong, June 25, 1879 jn26

NOTICE.

COMPAGNIE DES MESSAGERIES
MARITIMES.
PAQUEBOT POSTE FRANCAIS.

The Company's Steamship
"DJEMNAH,"
Commandant DIDIEN, will be despatched for SHANGHAI on FRIDAY, the 27th Inst., at 5 a.m.
G. DE CHAMPEAUX,
Agent.
Hongkong, June 25, 1879. jn27

FOR SHANGHAI

The Steamship "GLENIFFER," Captain GRAHAM, will be despatched for the above Port on FRIDAY, the 27th Inst., at Noon, instead of as previously notified.
For Freight or Passage, apply to JARDINE, MATHERSON & Co.
Hongkong, June 25, 1879. jn27

FOR MANILA.

The Steamship "ESMERALDA," Captain CULLEN, will be despatched for the above Port on SATURDAY, the 28th Inst., at 4 p.m.
For Freight or Passage, apply to RUSSELL & Co.
Hongkong, June 26, 1879. jn28

FOR HAMBURG.

The S.S. L.I.L. German Bark "HELENE," VOLGUARDEN, Master.
For Freight, apply to VOGEL & Co.
Hongkong, June 26, 1879.

NOT Responsible for Debts.

Neither the Captain, the Agents, nor Owners will be Responsible for any Debts contracted by the Officers or Crews of the following Vessels, during their stay in Hongkong Harbour:-

GOLDEN FLEECE, British barque, Capt. James Wilshire.—Vogel & Co.

JOHN R. STANHOPE, American barque, Capt. H. G. Pillbury.—Arnold, Karberg & Co.

BRUNETTE, British barque, Capt. Wm. Dow.—G. R. Stevens & Co.

MIRAK, American barque, Captain A. H. Parker.—Adamson, Bell & Co.

VIGILANT, American ship, Capt. John O. Ross.—P. & O. S. N. Co.

G. C. TIVANTI, British ship, Captain G. Thomas.—Messageries Maritimes.

MONTE ROJA, American ship, Capt. G. O. Carter.—Borneo Co. Ltd.

GALLY OF LOAIS, British steamer, Capt. J. L. Dryden.—Gibb, Livingston & Co.

SHIPPING.

ARRIVALS.

June 25. Djemnah, French steamer, 2125, Didier, Marseilles May 18, Naples 26, Suez 26, Aden 30, Galle June 11, Singapore 18, and Saigon 22, Mail and General—MESSAGERIES MARITIMES.

June 25. Washi, British steamer, 265, A. Hunter, Hollow June 24, General—LANDSTEIN & Co.

June 25. Conquest, British steamer, 317, E. Kipling, Hollow June 24, General—E-SHUN.

DEPARTURES.

June 25. Smyrna, for Bangkok.

25. Elizabeth Childs, for Newchang.

25. Benaray, for Yokohama.

25. Anchors, for Shanghai.

CLEARED.

Ostava, for Saigon.

Saga, for Amoy.

E. M. Young, for Foochow.

Yotlung, for Swatow.

Golden Fleece, for Hamburg.

Prima Donna, for London.

Bellona, for Yokohama.

PASSENGERS.

ARRIVED.

Per Djemnah, for Hongkong; from Marseilles, Messrs John Palmer, Tsing Chow, Young, Thomson, Le Baron Michin, Le Prince Ias de Montreal, and Le Due de Blaess; from Singapore, Messrs A. Besser, and H. Guy; from Saigon, Messrs Sin Soon, Hung Bay, and 41 Chinese.

On the 9th May, EMMA, the Wife of the Hon. J. Gardiner Austin, C.M.G., of 71, Harcourt Terrace, South Kensington.

On the 10th May, at Hackney, after a long and painful illness, JOHN SOUTHWELL, many years in the service of the P. & O. Company.

DEPARTED.

Per Anchors, for Amoy, 200 Chinese.

SHIPPING REPORTS.

The British steamer Washi reports:

Left Hollow on the 24th, and had moderate S.E. winds to port. The S. S. Atlanta left Hollow on the 28th for Haiphong.

POST OFFICE NOTICES.

MAILS will close:-

For SWATOW.—

Per Yotlung, at 7.30 a.m., on Thursday, the 26th inst.

For YOKOHAMA.—

Per S. S. Tibre, To-morrow, the 26th inst. Registry ceases at 3.15 p.m. Mail closes at 3.30 p.m. Paid Correspondence may then be posted in the moveable box on board the Packet.

For SHANGHAI.—

Per S. S. Djemnah, To-morrow, the 26th inst. Registry ceases at 4.45 p.m. Mail closes at 5 p.m. Late Letters received from 5.10 to 5.30 with 18 cents Late Fee. Paid Correspondence may then be posted in the moveable box on board the Packet.

For CHINA.—

Per S. S. Djemnah, To-morrow, the 26th inst. Registry ceases at 5.45 p.m. Mail closes at 6 p.m. Late Letters received from 5.50 to 6.30 with 18 cents Late Fee. Paid Correspondence may then be posted in the moveable box on board the Packet.

For TIBET.—

Per S. S. Djemnah, To-morrow, the 26th inst. Registry ceases at 6.45 p.m. Mail closes at 7 p.m. Late Letters received from 6.50 to 7.30 with 18 cents Late Fee. Paid Correspondence may then be posted in the moveable box on board the Packet.

For SWATOW, AMOY, & FOOHOW.—

Per Kwangtung, at 11.30 a.m., on Friday, the 27th inst.

MAIL BY THE UNITED STATES PACKET.

The United States Mail Packet Gaelic, will be despatched on THURSDAY, the 3rd July, with Mails for Japan, San Francisco, the United States, Canada, Honolulu, Peru, &c. will be closed as follows:-

to use force to compel people to leave a burning building.
After a vote of thanks to the Chairman, the meeting separated.

The following is the report:

Since the last general meeting of the 14th May 1878, the utility of the Society has been proved by the gale of the 8th October, which although it only lasted a couple of hours (from 9.30 to 11.30 a.m.), did considerable damage to boats, and gave the members of the Society plenty of employment in landing the occupants of boats which went to pieces in a very short time after touching the Praya; over 100 people were safely landed by members and men from the Sailors' Home, whose assistance has been promised whenever the Society require it. The Foreman of West Station with the men from the Home took charge of the West-end, and of the rest of the members who were called out by an "Express" immediately the Typhoon Gun fired, assembled at Messrs Douglas Lapraik's Wharf, two were told off to the East Station, three to the Canton Wharf, and the rest along from the City Hall to Lapraik's. An overturned sampan was seen drifting past the Naval Yard with a woman and child holding on to the keel; a member and a volunteer swam off, and after much labour and risk righted the boat and got all safely to land. A large cargo boat was rapidly getting swamped at her anchorage, this craft being too far to be reached by heaving lines, and not having enough cable to veer could only be got at by lines attached to two oil-cans which were floated down to the boat to the Canton Wharf, and by the exertions of two of the members, Inspectors Craddock, Matheson, and Robt. Claire and others, the boat was hauled to windward and all on board rescued. In addition to those mentioned above a number of boats drifted on to the Praya, where the people were landed by the heaving lines and life hooks, in several cases the boatmen had to be driven out by members swimming off and forcing them to land. The Rocket Apparatus was in readiness, but was not required.

There were six practices with the apparatus, three in the day time, and three at night.

After the death of Mr Hart, Mr White occupied the floor over the apparatus room, from whom the Society rented the place for two months, when the whole house was taken over by the Society, paying the rent direct to the landlord. During the year there were only two Committee Meetings as there was little business to transact.

In June it was found necessary to renew supply of rockets and 24 with fittings complete and 6 wreck lights were obtained through the Board of Trade. To pay for these, the Government granted the sum of \$300 as the funds of the Society did not admit of the expenditure.

The Meeting will have to elect officers for the year.

The number of members is 33; during the past 18 months, 7 have resigned, 7 left the Colony, 2 died (the Hon. Treasurer and Mr Hart), and 12 joined, which reduces our number from 37, as stated at our last meeting, to 33.

It is hoped that now the typhoon season is at hand, others may be induced to join.

The funds of the Society have fallen very low, the balance at present at its credit in the Hongkong and Shanghai Bank being \$6.74, and the liabilities for rent and coolie hire are \$27.80. A subscription list is at present going round the European community, which, however, so far, has not been very liberally responded to; but the Committee are led to expect that substantial aid will be given by the Chinese community.

Police Intelligence.

(Both Magistrates Sitting.)

Wednesday, June 25.

DESTITUTION.

Frank Stoddard, a seaman, was charged with deserting from the American ship *Vigilant*. Defendant admitted that he belonged to the ship, but said he refused to go on board of her again for the following reasons:—Since the vessel arrived here he had been shooting and swearing and fighting on board. He wanted to leave because he did not wish to remain any longer in her. There was a man in the Court who went to ask for his clothes after he had been discharged, and he was struck on the gangway.

Mr Plunket ordered defendant to be sent on board.

DRUNKENNESS.

John Ryan, seaman, H. M. S. *Tyne*, was fined 50 cents for being drunk and incapable, and was further ordered to pay 30 cents chair hire.

DOMESTIC PESTS—COOKS.

Mr W. L. Scott, of the firm of Messrs Ingles & Co., Engineers, appeared on a summons, for assaulting his cook, one Li Pak Ling. It appears that the man was told to make some toast, and refused to do it, at least did not do it. He was then punished. Mr Creagh fined defendant \$2, and ordered him to pay \$1 amends to the rectorial cook.

FALSE EVIDENCE BY AN INDIAN CONSTABLE—INADEQUATE SENTENCE.

Akbar Ali, Indian Constable No. 555, was fined \$6 for giving wilful false testimony in a case. It appears that one of those fights with bamboos, which are now becoming so frequent, took place yesterday. Ten men were arrested, and fined in sums of \$10 and \$2, and four were ordered to be exposed in the stocks. The Indian constable gave an untrue account of the affair, and Mr Creagh fined him for misconduct as a Police constable.

BREACH OF EMIGRATION ORDINANCE.
Wong Kok Lin, master of the *Sing On* chandler's shop No. 17, Jee Lok Lane, pleaded guilty to having committed a breach of section VI of Ordinance No. 5 of 1874, sec. 7, in not attending before the Emigration officer with a number of passenger (about 80) intended as Emigrants for Perak. He pleaded ignorance of the law and said he only obtained the tickets for the passengers, as they were ignorant of the language and customs of Hongkong. Mr Creagh fined him \$20.

A TRAVELLER lost on Yorkshire moor, after desperately pursuing a rather hopeless trek for some time, had the good fortune to meet a member of a sheriff and plain-speaking host. "This is the road to York, is it not?" said the traveler. To which the other replied: "Friend, first tell me a question." Mr Creagh fined him \$20.

SUPREME COURT: IN ORIGINAL JURISDICTION. (Before His Honor the Chief Justice, and a Special Jury.)

Wednesday, June 25.

SWIRE AND OTHERS v. YAN CHUNG FO.

This action was brought for the recovery of \$12,438.84, being the balance due for passage money in respect of passengers shipped in the defendant's steamer (Messrs Butterfield and Swire's) from Hongkong to the Straits. The case was stated, and the evidence taken on the first day given, in our last issue.

The jury comprised:—Messrs. J. B. Courtney, W. K. Hughes, A. McIver, W. H. May, C. D. Bottomley, Robt. Walker, and Dunjeebhoy Ruttonjee.

The Acting Attorney General, (Mr Russell,) instructed by Mr Brereton, appeared for the plaintiffs; and Mr Hayllar, Q.C., instructed by Mr Johnson (of Sharp, Toller and Johnson) for the defendant.

With reference to our local paper, in last night's paper, regarding the pay of the special jurors, it turns out after all that the "good men and true" who are now empurpled, have to do several days' work for one day's allowance. Mr Hayllar was right after all; his Lordship stated to-day, shortly after the Court sat that he found, and he might well mention it once, that the jurors were not paid by the day, but had only one allowance for the case. He understood, however, the parties to the action consented to the jurors being paid by the day. Mr Hayllar desired to say he had not for a moment consented; Mr Brereton had said he had no objection when his Lordship had spoken of the jurors receiving two day's allowance; and he had then said that was all right; his hon. friends on the other side were sure to have to pay them. His Lordship asked the learned Q. C. to admit for a moment the possibility of his side having to pay the jurors, and asked whether he would object to paying them the jurors' allowance for every day. Mr Hayllar said he certainly would as a matter of practice. The jury were then told they would receive a single allowance for the case, however long they might have to sit. Had he done his best for them, but it was of no use.

The case was then proceeded with.

Mr Hayllar now admitted ten chops as genuine, all marked Man Hing Chan Koong Kee, but did not admit the genuineness of the item chopped Man Hing Chan only. With reference to item "C" which it was agreed should be taken as a test case, he explained: that the chop Man Hing Chan Koong Kee was the head cook's chop; that Sz Loon purchased freight from the plaintiff, and when the bill of lading was brought it was brought to the hong in which Sz Loon did at that time carry on business, and with it a freight book, now in Court, marked "A." Further, that the head cook put that stamp where it appears in the freight-book; that a debt note for \$65.20 was subsequently sent to Sz Loon, who paid it. Those who did not admit the genuineness of were, he suggested made, in all probability by a portion of the chop, the other portion of it presented from appearing when the impression was made, by a piece of paper being put over the words "Koong Kee," only the words "Man Hing Chan" then appearing. The same thing could be done by only putting the upper part of the chop on the ink slab, or when taking up the ink putting a slip of paper over the characters "Koong Kee" which would then strike dry and dumb. All three ways of using the stamp were, at the call of one of the jurors, shown to the jury.

Examination:—I see the chop "Man Hing Chan Koong Kee," in a general merchant's that "Koong Kee" stands for the sign of the cook. The master of the hong gives that chop to the cook to use as business passing through his hand.

The Interpreter, in reply to the Court, says:—"Koong" means "coochee," and "Kee"—"sign or mark;" that is "coochee's chop."

Mr Russell: As a matter of custom and usage what is the effect of placing that chop on such freight entries as are in that book?

Mr Hayllar objects, contending that in a case of guarantee, which must be according to some legal form, the custom and usage of this chop is worth nothing.

Question allowed.

Witness: The meaning is that the hong ensures the freight. From my experience as a comprador I can say that is the inviolable custom. It is a Chinese custom and usage. I should say I have so received it in a great many cases, more than two hundred. The writing of the note so chopped is A Heem's; he was second shipping clerk in Butterfield and Swire's. I have received the money for that from the Man Hing Chan through my abrof; not now in our employ. During 1871 I very frequently supplied Choy Kum Fong with passenger tickets, and kept an account of them. In September of that year recollect an arrangement was made as to his getting credit. The terms of that arrangement were not reduced to writing.

Mr Russell: What was the arrangement?

Question objected to, on the ground (1) that it was with Choy Kum Fong, that was no evidence against him in this matter, and (2), that it was quite impossible to give verbal evidence with regard to the guarantee. The guarantee should be produced; it was very unusual to lead, as his hon. friend was doing, corroborative evidence before the main evidence.

Mr Hayllar: I contend that unless where the Legislature stepped in specially, no previous conversation, nothing explaining, leading up to, or modifying, or extending, could be brought before the jury in connection with a guarantee, which must all be in writing, according to the Statute.

Question disallowed, the Chief Justice considering it "too broad," without saying more.

Mr Russell said he was leading up to what he was prepared to argue was a sufficient memorandum of guarantee to satisfy the Statute. The question not being allowed however, he said he would proceed now to the guarantee, with his Lordship's permission to go back to the present point.

Referred to entry as to the *Decalogue*.

Witness said: It was brought to me by my coochee with this stamp on it. I sent the book to the Man Hing Chan by Aon, Butterfield and Swire's head shipping clerk. He brought it back to me with the Man Hing Chan chop on it. Referred to the book marked "J." There is a title on the back of the book, "security of passage money." These were written by our abrof by H. Agan. A series of entries of the same nature similarly explained, and the book

with translations of all the connected entries tendered in evidence.

Mr Hayllar objects to the book being received in evidence on the ground that the name of the plaintiff does not appear in the guarantee, and refers to the case of Williams and Legge, in which Lord Justice Cockburn had ruled that it was absolutely necessary that both names should appear on the face of the guarantee. He also contend that on the face of the document guarantee was given for past consideration, which was bad in law; the words were for "passenger tickets supplied."

The Attorney General briefly combated these arguments against the admissibility of the evidence he proposed to adduce. He went into the details of the case Mr Hayllar quoted, and contended that the security being given to the *Friar* and other steamers, that is, of course to the proprietors or agents of those steamers, the parties were particularly enough set forth to meet the statute. There were several other points of difference between this case and that his hon. friend had cited. In this case the defence was that the guarantee was obtained by fraud and surreptitiously.

The question arising as to Messrs Butterfield and Swire's connection with the *Friar* and the other steamers, the following evidence was brought forward.

Edward Mackintosh:—I am one of the firm of Butterfield and Swire; the plaintiff in this suit are the whole of the persons representing that firm. I hold the power of Attorney of all the other partners: we are part proprietors of the steamship *Friar* and the other vessels mentioned in the paper produced (the same as was put in the hands of Mr Yuill).

Mr Hayllar, as Mr Russell was about to enter on a new argument with regard to another point in the case, suggested that the jury might be relieved. The jury preferred to stay and hear all the legal arguments, with a view to their better understanding of the case. His Lordship agreed with the propriety of their choice, and thanked them. As to sitting late, he said he would leave himself very much in their hands, but did not want to sit later than 7 o'clock in the evening.

The Attorney General referred next to the case of Newall v. Radford, III L. R. O. P. p. 52. The object of the Statute of Frauds was not to enable people to commit frauds.

His Lordship: But it does enable them to commit frauds; Lord Blackburn says so.

The Attorney General repeated that this was not the object of the Statute, and to receive such a plea as this would be to allow one of the greatest frauds that could be carried out. These defendants were clearly liable by the note addressed to the *S. Friar*, the only vessel of that name in these waters, which could not be by any sensible means disassociated from the owners (or part owners and agents) of these steamers.—Messrs Butterfield and Swire.

Were people, he asked, to be allowed to take advantage of their own fraud?

The Chief Justice: That is putting it too harshly. The way the question would suggest itself to me would be this,—should they be made to suffer by an informality, to which all were party?

Mr Russell was about to answer the point of past consideration, when

His Lordship said that objection was withdrawn at this time.

Mr Hayllar, in reply, pointed out that his hon. friend was still in this lagoon,—that he could not prove his guarantee without parol evidence which was as clear as it could be, by all the judgments, inadmissible. As to a great fraud, his client, a Singapore gentleman, carrying on business here by agents, he was in no way liable to the imputation. He was Counsel in this case, w-wid, he believed, have been guilty of gross neglect had he failed to take this point, and bring to his Lordship's attention these cases which were so much on all fours with this, that he believed it would be impossible to pass them by.

Court adjourned for an hour and a half at one o'clock.

On re-assembling the Court interpreter swore to the accuracy of the translation of the book of guarantees put in, on which the plaintiff relied as showing that he had done what was required of him by the Statute of Frauds. He claimed, as he believed, was done in the Kinsford case, that he was allowed to explain these documents by oral testimony.

The Chief Justice asked whether this was all the written evidence he had to offer on this subject.

The Attorney General said he had no other evidence to offer with regard to this particular guarantee.

His Lordship said he had given all the consideration he could to this case; and before he dealt with this suit and the case more particularly affecting it, he would briefly refer to the case which was cited of Newall and Radford. There the name of the guaranteed party and of the guarantor signed by his agent were both in the document; the thing to be supplied was the quantity, the price and the weight and everything appeared in the document, and the only question that arose was what he might say was a very odd one being simply whether the man's name was in the nominative or the vocative. It was in the nominative he did not know what it meant; if it was in the vocative it was a promise. Mr Russell presumed it was nominative, but in that case no sense could be made of it. The case was to him as simple a case as could be, he only wondered how it ever got where it did. He could not see that it influenced the case now before the Court. He now came to the case of Williams and Legge. Although Lord Justice Blackburn had said that he was sorry he was obliged to agree with his brothers that the question should go in the Court, pointed out the inconsistency of the other side in firmly objecting this morning to pay the double allowance, and now, when they thought they were safe to get it out of the pockets of his client, suddenly becoming liberal. He (Mr Brereton) objected to this.

The matter was settled by the Court allowing plaintiff costs, and Mr Johnson paying the jury \$20 each.—His Lordship remarked to Mr Hayllar that the victory was well worth that, even if he lost the \$10 difference by the taxation.

Mr Russell preferring to be non-suited rather than accept a non-suit.

His Lordship said it would have to be done in proper form. The plaintiff had to be called three times to "come forth, and do something."

Nobody appeared to know what to do, or where the form was. The Judge requested the Attorney General and Mr Hayllar to look up the form. The Usher meantime got the same and called, as if calling from the vasty deep, Swire and others, the plaintiff, by their respective names, but none of the half dozen names. It turned out that when Mr Hayllar found the required form in the book, no part of this instrument was at all necessary, the old rule, which had been in the mind of the Court, having been done away with and His Lordship given power

to "enter a nonsuit." Whether the position of affairs created by his action April, has been referred to the Sultan for an answer.

London, June 6.—Russia refuses to give

her adherence to the protest made by Ge-

many to the Khedive respecting the state

of affairs in Egypt.—At a Conservative de-

mocracy held at Sheffield yesterday

Lord Cranbrook made a speech, durin-

ghe which he said that bringing the troops to

Malta last year proved that India was

defence to England and not a danger. He

praised the manner in which the Afghan

war had been conducted, and said it ha-

demonstrated that England has the will and power

to protect and maintain her colonies. In

concluding his speech, he said that the Gover-

nment was determined to henceforth main-

tain the equilibrium of revenue and ex-

pense in India.

Simla, June 5.—The Amee has written

thanking the Viceroy for his hospitable re-

ception at Gundamuk. The idea of his

coming to Simla is prevented being carrie-

d out owing to the heat of the weather, the

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